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3 HB590 HOUSE GOVERNMENT APPROPRIATIONS COMMITTEE ENGROSSED  
4 SUBSTITUTE

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10 A BILL  
11 TO BE ENTITLED  
12 AN ACT  
13

14 To establish the McClellan Development Authority; to  
15 make legislative findings; to provide for the qualifications,  
16 appointments, and terms of the board of the authority; to  
17 provide for the purposes, powers, and duties of the authority;  
18 to provide for the operational area of the authority in the  
19 City of Anniston and in Calhoun County; to authorize the  
20 authority to issue bonds; to authorize the employees of the  
21 authority to participate in the Employees' Retirement System;  
22 to create an oversight committee and provide for its  
23 membership and duties; to limit the liability of the authority  
24 and provide immunity to the board and employees of the  
25 authority for certain acts; to provide that the authority is  
26 subject to the competitive bid and public works bid laws; to  
27 exempt the authority from certain taxes and from usury and

1 interest laws; to provide for an exemption from certain public  
2 lands sales requirements; to provide that the authority is  
3 subject to the state open meetings and public records laws;  
4 and to provide for the dissolution of the authority and  
5 disbursement of its assets upon dissolution.

6 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

7 Section 1. There is created the McClellan  
8 Development Authority which shall be a public corporation.

9 Section 2. The Legislature makes the following  
10 findings:

11 (1) That the economic development of the property  
12 comprising the former Fort McClellan military installation is  
13 of vital importance to the life, health, and welfare of the  
14 citizens of the City of Anniston, Calhoun County, and the  
15 State of Alabama.

16 (2) That, pursuant to the requirements of the  
17 federal Defense Base Closure and Realignment Act of 1990, Pub.  
18 L. 101-510, 10 U.S.C. § 2687, and all applicable federal law  
19 and regulations, the Department of Defense requires the  
20 establishment of a single local reuse authority capable of  
21 managing and promoting the reuse and economic development of  
22 the Fort McClellan property after the closure of the base.

23 (3) That an Alabama court has ruled invalid a  
24 previous entity known as the Anniston-Calhoun County Fort  
25 McClellan Development Joint Powers Authority (JPA) which was  
26 formed to manage and promote the economic development of the  
27 Fort McClellan property. The court also held that its order

1 was not intended to impede or disrupt any contracts entered  
2 into by the JPA.

3 (4) That in consideration of the federal base  
4 closure requirements, the critical need for a valid and fully  
5 authorized entity to develop the Fort McClellan property and  
6 perform environmental restoration and remediation activities  
7 under existing and future agreements, contracts, and orders,  
8 and the need for a successor to the JPA, the Legislature has  
9 created the McClellan Development Authority as an entity  
10 empowered to assist Calhoun County and the City of Anniston in  
11 promoting industry, trade, and economic development pursuant  
12 to Amendments 415 and 563 to the Constitution of Alabama of  
13 1901, now appearing as the Official ReCompilation of the  
14 Constitution of Alabama of 1901, as amended, Local Amendments,  
15 Calhoun County, Sections 4 and 5.

16 (5) That the Legislature intends that this act be  
17 liberally construed to conform with the purposes of the  
18 authority.

19 Section 3. The McClellan Development Authority is  
20 created for the purposes of acquiring, holding, improving,  
21 installing, constructing, owning, leasing, developing,  
22 performing environmental restoration and remediation, selling  
23 and otherwise disposing of the real and personal property  
24 within its authorized operational area as defined in Section 4  
25 for any use, subject to governmental land use restrictions or  
26 authority. Permissible uses of the property shall include,  
27 without limitation, industrial, commercial, business, parking,

1 educational, cultural, artistic, retail, research and  
2 development, recreational, and residential uses and may  
3 include the construction of homes, apartments, town houses,  
4 condominiums, hotels, and motels, and other structures, which  
5 the authority deems appropriate for promoting industry, trade,  
6 and economic development in Calhoun County, the City of  
7 Anniston, and the State of Alabama.

8           Section 4. The authorized operational area of the  
9 McClellan Development Authority shall be comprised of the  
10 parcels of realty, previously conveyed to the United States of  
11 America, which formerly comprised the Fort McClellan property,  
12 and all property in adjacent areas of close proximity to the  
13 Fort McClellan property that is within the city limits of the  
14 City of Anniston and is necessary or convenient to carry out  
15 the purposes of the authority.

16           Section 5. (a) The authority shall operate under the  
17 direction of a board of directors which shall consist of 11  
18 voting members selected as follows:

19                   (1) One member appointed by the Governor.

20                   (2) Five members appointed by the City Council of  
21 the City of Anniston.

22                   (3) Five members appointed by the County Commission  
23 of Calhoun County.

24           (b) A vacancy occurring on the board for any reason  
25 shall be filled within 45 days of the vacancy by the  
26 appointing authority making the initial appointment. If the  
27 appointing authority that made the original appointment does

1 not fill the vacancy within 45 days, the remaining two  
2 appointing authorities may jointly make the appointment.

3 (c) Initial appointments to the board shall be made  
4 within 45 days following the effective date of this act. The  
5 Governor's initial appointee shall serve a three-year term.  
6 The city council shall designate two of its initial appointees  
7 to serve three-year terms, two of its initial appointees to  
8 serve two-year terms, and one initial appointee to serve a  
9 one-year term. The county commission shall designate two of  
10 its initial appointees to serve three-year terms, two initial  
11 appointees to serve two year terms, and one initial appointee  
12 to serve a one-year term. Thereafter, each successor board  
13 member shall serve a term of three years. Each board member  
14 shall serve until a successor is appointed, qualified, and  
15 assumes office, or until the board member ceases to serve as a  
16 director pursuant to subsection (h). All successor  
17 appointments shall be made by the appointing authority  
18 entitled to make the initial appointment. A board member may  
19 be reappointed at the end of his or her term.

20 (d) Each director shall fulfill all of the following  
21 requirements:

22 (1) Reside within Calhoun County or within the  
23 corporate limits of any municipality whose corporate limits  
24 lie in whole or in part within Calhoun County.

25 (2) Not hold any elective office.

26 (3) Be a duly qualified elector of Calhoun County or  
27 the municipality in which he or she resides.

1           (e) The first organizational meeting of the board  
2 shall be held within 14 days following the initial appointment  
3 of all of the directors. At the organizational meeting, the  
4 board shall elect officers from among its members, including a  
5 chair, vice chair, treasurer, secretary, and such other  
6 officers as the board deems necessary or desirable. The board  
7 may prescribe in its bylaws the terms, powers, and duties of  
8 the officers. At the initial meeting the board shall determine  
9 its meeting schedule. Board members shall serve without  
10 compensation and shall be entitled to expense reimbursement  
11 only upon prior approval of a majority of the board. The board  
12 may approve reimbursement only of the actual, reasonable, and  
13 necessary expenses incurred in the performance of duties.

14           (f) A majority of the members of the board shall  
15 constitute a quorum for the transaction of business. The  
16 members may act only upon a majority vote of the members  
17 making up the quorum. If a quorum is present when a meeting is  
18 convened and the subsequent withdrawal of members during the  
19 meeting leaves less than a quorum, the remaining members  
20 present may not take action except to continue the meeting for  
21 the purpose of engaging in debate and discussion and to  
22 adjourn the meeting by a vote of the majority of the remaining  
23 members present.

24           (g) The board or any committee thereof may meet by  
25 telephone conference or other electronic means as long as the  
26 meeting complies with the Open Meetings Act, Chapter 25A of  
27 Title 36, Code of Alabama 1975.

1           (h) Unless otherwise provided, a member of the board  
2 shall cease to be a member immediately upon the occurrence of  
3 any of the following:

4           (1) For any reason other than an illness which is  
5 documented in writing to the authority by a physician, the  
6 board member is absent for more than 25 percent of the  
7 scheduled board meetings in any consecutive 12-month period.  
8 The board member shall cease to be a member on the last day of  
9 the month following the month in which he or she missed more  
10 than 25 percent of the scheduled board meetings.

11           (2) The board member is found guilty by a court of  
12 competent jurisdiction of willful or wanton misconduct or  
13 fraud in connection with the discharge of his or her duties,  
14 or of civil or criminal fraud or the board member is convicted  
15 of a felony. In the case of any of the foregoing, the board  
16 member shall cease to serve immediately.

17           (3) The board member ceases to reside within Calhoun  
18 County or within the corporate limits of any municipality  
19 whose corporate limits lie in whole or in part within Calhoun  
20 County.

21           (4) The board member is elected to any public  
22 office.

23           (5) The board member ceases to be a qualified  
24 elector of Calhoun County or the municipality in which he or  
25 she resides on the date of the appointment.

1           (i) Any vacancy on the board occurring pursuant to  
2 subsection (h) of this section shall be filled as provided in  
3 subsection (b).

4           Section 6. All board members, officers, and  
5 employees of the authority shall be deemed public officers and  
6 public employees for the purposes of Chapter 25, commencing  
7 with Section 30-25-1 of Title 36 of the Code of Alabama 1975.  
8 The board may adopt additional ethics policies and procedures  
9 for defining and addressing possible and actual conflicts of  
10 interest between the authority and its officers, board  
11 members, and employees with respect to transactions in which  
12 the authority is or may be interested.

13           Section 7. The McClellan Development Authority shall  
14 have the following powers and duties together with all powers  
15 and duties incidental thereto or necessary to the discharge  
16 thereof:

17           (1) To sue or be sued and to prosecute and defend in  
18 any court of competent jurisdiction.

19           (2) To adopt and to use a corporate seal and to  
20 alter the seal at pleasure.

21           (3) To adopt and alter bylaws for the regulation and  
22 conduct of its affairs and business.

23           (4) With respect to property within the operational  
24 area of the authority, to acquire, receive, and take title to  
25 by purchase, gift, lease, devise, or otherwise, to hold, keep,  
26 improve, maintain, and impose restrictive covenants and land  
27 use controls, to engage in environmental remediation and



1 restoration efforts as required under applicable agreements  
2 with the U.S. Department of Defense, to equip, furnish,  
3 develop, and to transfer, convey, donate, sell, lease, grant  
4 options to, assign, encumber with easements and mortgages and  
5 other security agreements, or otherwise convey or dispose of  
6 property of every kind and character, real, personal, mixed,  
7 tangible, and intangible, and any interest therein, with  
8 adequate consideration as determined by the authority, given  
9 to tangible and intangible factors.

10 (5) To make, enter into, and execute such contracts,  
11 agreements, cooperative agreements, leases, loan agreements,  
12 orders, mortgages, deeds, and other legal arrangements and to  
13 take such actions as may be necessary or convenient in the  
14 furtherance of any purpose of the authority or in the exercise  
15 of any power granted to it. Neither Calhoun County nor the  
16 City of Anniston, nor any member of the governing body of or  
17 any officer of either Calhoun County or the City of Anniston,  
18 shall be liable for the repayment of any indebtedness of the  
19 authority incurred pursuant to this subdivision.

20 (6) To borrow money for any authority purpose,  
21 function, or use and to issue in evidence of the borrowing,  
22 bonds, notes, warrants, or other debt obligations, hereinafter  
23 referred to in this act as bonds, including, without  
24 limitation, refunding bonds.

25 (7) To pledge for the payment of any bonds issued or  
26 obligations assumed by the authority any revenues from which  
27 those bonds or obligations are made payable and to execute and

1 deliver security for the bonds and obligations, mortgages,  
2 deeds of trust, trust indentures, and pledge indentures as  
3 provided for by law.

4 (8) To provide for such insurance as the authority  
5 may deem advisable.

6 (9) To invest any of its funds deemed by the  
7 authority to be not presently needed in the operation of its  
8 properties and undertakings in bonds, bills, notes, or other  
9 obligations of the United States of America or any agency  
10 thereof, bonds of the state, bonds of any county or  
11 municipality within the state, interest-bearing deposits in  
12 banks and savings and loan institutions, any obligations in  
13 which a state chartered savings and loan association may  
14 invest its funds, any agreement to repurchase any of the  
15 foregoing, or any combination thereof.

16 (10) To contract, cooperate, or both, with the  
17 United States of America and any agency or instrumentality  
18 thereof, or any state and any agency, instrumentality, or  
19 political subdivision thereof.

20 (11) To accept gifts, grants, bequests, or devises  
21 of money and tangible and intangible property consistent with  
22 the purposes and powers of the authority.

23 (12) To convey property for public purposes, with or  
24 without consideration, to the State of Alabama and its  
25 agencies and instrumentalities, the United States of America  
26 and its agencies and instrumentalities, Calhoun County, the  
27 City of Anniston, the Anniston Industrial Development Board,

1 the Calhoun County Economic Development Council, or their  
2 successors, and to dedicate roadways, parks, easements, or  
3 other public facilities.

4 (13) To apply for and accept from any federal,  
5 state, county, or municipal government or agency or any other  
6 public or private source, loans, grants, guarantees, or other  
7 financial assistance in furtherance of the authority's purpose  
8 under such conditions as may be provided by the source.

9 (14) To enter into agreements with the federal  
10 government or any agency thereof to use its facilities or its  
11 services in order to carry out the public purposes of the  
12 authority.

13 (15) To contract with the State of Alabama, its  
14 agencies or institutions, or any county or local government  
15 for the use by the authority of any facilities or services or  
16 to contract or to provide any facilities or services to the  
17 state, its agencies or institutions, or any county or local  
18 government entity.

19 (16) To extend credit or make loans to any person,  
20 corporation, partnership, or other entity for all or part of  
21 the costs of any project which substantially advances or  
22 enhances the development and reuse of the Fort McClellan  
23 property. The credit or loans extended may be secured by a  
24 loan agreement, note, mortgage, deed to secure debt, trust  
25 deed, security agreement, assignment, or other instrument, or  
26 by a rental, or by revenues, fees, or charges, upon such terms  
27 and conditions as the authority shall determine to be

1 reasonable. The agreement may include a provision for the  
2 establishment and maintenance of reserve funds. In the  
3 exercise of powers granted herein, the authority may include  
4 in any such loan agreement, note, mortgage, deed to secure  
5 debt, trust deed, security agreement, assignment, or other  
6 instrument requirements for guaranty of any obligations,  
7 insurance, construction, use, operation, maintenance, and  
8 financing of the project, and such other terms and conditions  
9 as the authority may deem necessary or desirable.

10 (17) To appoint, employ, contract with, and  
11 compensate such employees, agents, engineers, auditors,  
12 attorneys, underwriters, issuers of letters of credit,  
13 depositories, banks, trustees, remarketing agents, rating  
14 agencies, insurers, and guarantors of its debt obligations,  
15 providers of other forms of credit enhancement for its debt  
16 obligations, contractors, consultants, and fiscal advisors, as  
17 the board shall deem necessary for the conduct of the business  
18 of the authority.

19 (18) To make or contract for long-range plans or  
20 proposals for economic development or environmental  
21 restoration.

22 (19) To make surveys and other economic analyses.

23 (20) To plan, undertake, and complete environmental  
24 restoration and to engage in environmental remediation of  
25 property.

26 (21) To grant and receive indemnities.

1           (22) To require by lease, contract, or agreement the  
2 payment of fees in lieu of ad valorem taxes designated for  
3 educational and other purposes to be levied by Calhoun County  
4 and the City of Anniston for distribution to Calhoun County  
5 and the City of Anniston, respectively.

6           (23) To exercise any power granted by the laws of  
7 this state to a public or private corporation which is not in  
8 conflict with the purposes of the authority.

9           (24) To do all things necessary or convenient to  
10 carry out the purposes and powers conferred by this act.

11           Section 8. The authority shall hire an independent  
12 certified public accounting firm to examine its books and  
13 records and render a written audit report annually.

14           Section 9. (a) Bonds of the authority shall be  
15 signed by the chair or vice chair and attested by the  
16 secretary or assistant secretary. The seal of the authority  
17 shall be affixed thereto. A facsimile of the signature of the  
18 officers may be printed or otherwise reproduced on any such  
19 bonds in lieu of being manually subscribed thereon, and a  
20 facsimile of the seal of the authority may be printed or  
21 otherwise produced on any such bonds in lieu of being manually  
22 affixed thereto, provided that the bonds have been manually  
23 authenticated by a transfer agent of the bonds issued.  
24 Delivery of the bonds so executed shall be valid  
25 notwithstanding any subsequent changes in officers or in the  
26 seal of the authority.

1           (b) Bonds may be executed and delivered by the  
2 authority at any time. The bonds shall be in such form and  
3 denominations and of such tenor and maturities, shall bear  
4 such rate or rates of interest or no interest, shall be  
5 payable at such times, and shall be payable and secured by  
6 such revenues, funds, assets, pledges, agreements, or other  
7 property, and evidenced in such manner, and may contain such  
8 other provisions not inconsistent with this act as may be  
9 provided by resolution of the board. The bonds may bear  
10 interest at a fixed or variable rate. The authority may issue  
11 tender bonds or similar bonds and enter into appropriate  
12 remarketing agreements with respect to any of its bonds and  
13 the determination of the rate of interest borne by the bonds.  
14 The bonds of the authority may be sold at either public or  
15 private sale in the manner, at the price, and at the time as  
16 determined by the board to be most advantageous.

17           (c) The proceeds from the sale of any bonds shall be  
18 applied as provided in the agreement authorizing the bonds to  
19 be issued, including, without limitation, the payment of all  
20 legal, fiscal, recording, and other fees and expenses incurred  
21 in connection with the authorization, sale, and issuance of  
22 the bonds and, if provided in the agreement, interest on the  
23 bonds. The authority may provide for the funding of a debt  
24 service reserve, a replacement and reserve, or both, and for  
25 letters of credit, bond insurance, guaranties, and other forms  
26 of credit enhancement from the proceeds of its bonds or from  
27 other funds.

1 (d) The bonds shall be legal investments for funds  
2 of the Teachers' Retirement System of Alabama, the Employees'  
3 Retirement System of Alabama, and the State Insurance Fund.

4 (e) Public persons other than members of the  
5 authority or its appointing bodies may invest in any bond  
6 issued by the authority.

7 (f) Upon the adoption by the board of any resolution  
8 providing for the issuance of bonds, the board shall cause to  
9 be published once a week for two consecutive weeks in a  
10 newspaper of general circulation published in Calhoun County a  
11 notice in substantially the following form at the end of which  
12 shall be printed the name and title of the chair, vice chair,  
13 secretary, or assistant secretary of the authority: "McClellan  
14 Development Authority, a public corporation under the laws of  
15 the State of Alabama, on the \_\_\_\_\_ day of \_\_\_\_\_,  
16 authorized the issuance of not more than \$ \_\_\_\_ principal  
17 amount of [insert the appropriate designation describing the  
18 bonds, notes, warrants, or other debt obligations] of the  
19 authority for purposes authorized in the act of the  
20 Legislature of Alabama under which the authority was  
21 organized. Any action or proceeding questioning the validity  
22 of the bonds, any pledge or mortgage to secure the same, any  
23 lease or sale of any project to be financed by the bonds, or  
24 the proceedings authorizing the same must be commenced within  
25 20 days after the first publication of this notice." Any  
26 action in any court to set aside or question the issuance of  
27 the bonds notice, or to contest the validity of the bonds or

1 of any pledge or mortgage made therefor or of any lease or  
2 sale of any project to be financed by the bonds must be  
3 commenced within 20 days after the first publication of the  
4 notice. After the expiration of the 20 days, no cause of  
5 action, counterclaim, setoff, or defense questioning the  
6 validity of the bonds, or of the pledge, mortgage, lease, or  
7 sale of the project to be financed by the bonds shall be  
8 asserted, nor shall the validity of the bonds, or of the  
9 pledge, mortgage, lease, or sale of the project to be financed  
10 by the bonds be open to question in any court on any ground  
11 whatsoever except in an action that was commenced within the  
12 20-day period.

13 Section 10. Neither Calhoun County nor the City of  
14 Anniston, nor any member or officer of Calhoun County or the  
15 City of Anniston, shall be liable for the payment of any  
16 indebtedness of the authority or for the performance of any  
17 pledge, mortgage, obligation, bond, or agreement of any kind  
18 whatsoever which may be undertaken by the authority. No  
19 indebtedness of the authority, pursuant to any of its  
20 agreements or obligations shall be construed to constitute an  
21 indebtedness of Calhoun County or the City of Anniston within  
22 the meaning of any law whatsoever, unless Calhoun County or  
23 the City of Anniston shall expressly obligate itself thereto.

24 Section 11. The authority shall not be liable for  
25 damages for injury done to any person or corporation, unless  
26 the injury was done due to the negligence or wantonness of an  
27 agent, officer, or employee of the authority while engaged in



1 work for the authority and while acting in the line and scope  
2 of his or her duty, or unless the injury was done due to the  
3 neglect, carelessness, or failure to remedy a defect in the  
4 streets, alleys, drainage systems, or buildings of the  
5 authority after the authority had been given notice of the  
6 defect or after the defect had existed for such an  
7 unreasonable length of time as to raise a presumption of  
8 knowledge of the defect on the part of the authority. Whenever  
9 the authority shall be made liable for damages by reason of  
10 the unauthorized or wrongful acts or negligence or  
11 carelessness of any person or corporation, then the person or  
12 corporation shall be liable to an action on the same account  
13 ~~by the party so injured. No recovery may be had under any~~  
14 ~~judgment, whether direct or by way of indemnity or otherwise,~~  
15 ~~arising out of a single occurrence, against the authority, any~~  
16 ~~officer, employee, or agent thereof, in excess of a total one~~  
17 ~~hundred thousand dollars (\$100,000) per injured person up to a~~  
18 ~~maximum of three hundred thousand dollars (\$300,000) per~~  
19 ~~single occurrence, any other law notwithstanding. In no event~~  
20 ~~shall the authority be liable for punitive damages. by the~~  
21 ~~party so injured.~~

22 Section 12. Members of the board shall not be  
23 subject to civil liability arising from the conduct of the  
24 affairs of the authority except when the act or omission of  
25 the member of the board amounts to willful or wanton  
26 ~~misconduct, fraud, or gross negligence. The authority, its~~  
27 ~~board, agents, and employees shall be entitled to all defenses~~

1 ~~available under the doctrines of substantive immunity and~~  
2 ~~discretionary function immunity. It is the intent of this~~  
3 ~~section to grant members of the board the full immunity~~  
4 ~~provided noncompensated officers by Section 10-11-3, Code of~~  
5 ~~Alabama 1975. misconduct, fraud, or gross negligence. The~~  
6 ~~authority, its board, officers, agents, and employees shall~~  
7 ~~purchase and be covered by a liability policy of insurance~~  
8 ~~covering all possible civil causes of action in the amount of~~  
9 ~~four million dollars (\$4,000,000), the amount for which it may~~  
10 ~~be sued.~~

11 Section 13. The causes of action and remedies  
12 provided in this act are not intended to be the exclusive  
13 remedies available to any injured person or corporation nor  
14 must the injured person or corporation exhaust any  
15 administrative remedies provided under any applicable law.

16 Section 14. No part of the net earnings of the  
17 authority remaining after payment of its expenses shall inure  
18 to the benefit of any private entity.

19 Section 15. (a) If it is determined that it is not  
20 possible for the authority to achieve all of the purposes for  
21 which the authority was formed, the authority may be dissolved  
22 by adoption by the board of a resolution that does all of the  
23 following:

24 (1) Determines that it is not possible to achieve  
25 all of the purposes for which the authority was formed.

26 (2) Determines that all debts and obligations of the  
27 authority have been fully paid or extinguished.

1 (3) Recommends its dissolution.

2 (b) If it is determined that the authority has  
3 achieved all the purposes for which the authority was formed,  
4 the authority shall be dissolved by adoption by the board of a  
5 resolution that does all of the following:

6 (1) Determines that it has achieved all of the  
7 purposes for which the authority was formed.

8 (2) Determines that all debts and obligations of the  
9 authority have been fully paid or extinguished.

10 (3) Recommends its dissolution.

11 (c) A dissolution under subsection (a) or (b) is  
12 only effective upon approval by both Calhoun County and the  
13 City of Anniston.

14 (d) Upon receiving the necessary approvals from the  
15 county and the city, the chair and secretary of the authority  
16 shall execute a certificate of dissolution reciting that  
17 resolutions have been adopted and that the authority has been  
18 dissolved. The certificate of dissolution shall be filed with  
19 the office of the Judge of Probate of Calhoun County, who  
20 shall record the certificate in an appropriate book. In the  
21 event that the authority owns any assets or property at the  
22 time of dissolution, whether voluntary or involuntary, title  
23 to all its assets and property shall thereupon vest in the  
24 City of Anniston.

25 **Section 16.** The authority, including, without  
26 limitation, its property, the bonds and other securities  
27 issued by the authority, the interest applicable thereto, and

1 the income therefrom, and all mortgages, indentures, and other  
2 instruments executed as security therefor, and all deeds and  
3 other documents delivered to the authority shall be exempt  
4 from all state and local taxation except sales and use tax,  
5 but, including, without limitation, any license or excise  
6 taxes imposed on the authority for the privilege of engaging  
7 in any of the activities in which the authority may engage.  
8 The authority shall not be obligated to pay any fees, taxes,  
9 or costs to the judge of probate in connection with the  
10 recording or filing of any deed or document. Except as  
11 provided in this section, nothing in this act shall be  
12 construed to:

13 (1) Exempt any person, individual, corporation,  
14 association, or entity from otherwise applicable state,  
15 county, and municipal taxes, including, without limitation,  
16 city and county ad valorem and sales and use.

17 (2) Limit or impair the taxing authority of the  
18 State of Alabama, Calhoun County, or the City of Anniston,  
19 including, without limitation, the application of existing  
20 taxes such as city and county sales and use taxes levied on  
21 retail sales within the authorized operational area of the  
22 authority, or any taxes that may be levied in the future.

23 Section 17. The Legislature recognizes that  
24 employees of the JPA were eligible to participate and did  
25 participate as members of the Employees' Retirement System of  
26 Alabama. Likewise, employees of the authority shall be

1 eligible to participate as members of the Employees'  
2 Retirement System of Alabama.

3 Section 18. The affairs and operations of the  
4 authority shall be supervised and monitored by the McClellan  
5 Development Authority Oversight Committee. This committee  
6 shall be composed of all the members of the legislative  
7 delegation from Calhoun County, as well as the members of the  
8 governing bodies of Calhoun County and the City of Anniston.  
9 The chair of the oversight committee shall be a member of the  
10 legislative delegation elected by the oversight committee. The  
11 oversight committee shall meet not less often than  
12 semiannually, and otherwise at the call of its chair or a  
13 majority of its membership. The approval of the oversight  
14 committee shall not be essential to the validity of any action  
15 taken by the board of directors in the exercise of any of the  
16 powers granted the authority in this act.

17 Section 19. Subject to acceptance by the authority,  
18 Calhoun County and any municipality therein may convey to the  
19 authority, with or without consideration, any real, personal,  
20 mixed, tangible, or intangible property or assets that  
21 previously comprised the property of Fort McClellan.

22 Section 20. The authority is exempt from all general  
23 laws of the State of Alabama governing usury or prescribing or  
24 limiting interest rates, including, without limitation,  
25 Chapter 8 of Title 8 of the Code of Alabama 1975.

26 Section 21. The authority and all contracts made by  
27 it shall comply with Sections 41-16-50 to 41-16-63, inclusive,

1 Code of Alabama 1975, requiring competitive bids in connection  
2 with certain contracts.

3 **Section 22.** Notwithstanding any provision of law to  
4 the contrary, the authority shall not be subject to Article 3  
5 of Chapter 15 of Title 9, Code of Alabama 1975, regardless of  
6 the prior ownership of any property or interest therein to be  
7 disposed of in any fashion by the authority.

8 **Section 23.** The authority shall be considered an  
9 awarding authority within the meaning of Title 39, Code of  
10 Alabama 1975, and shall comply with all public works bid laws  
11 and other requirements applicable to an awarding authority.

12 **Section 24.** The authority shall be subject to the  
13 Open Meetings Act at Chapter 24 of Title 36 of the Code of  
14 Alabama 1975, and all public records requirements of the  
15 state, including Title 12 of Chapter 36 of the Code of Alabama  
16 1975.

17 **Section 25.** Notwithstanding any other provisions of  
18 this act, the members of the Authority's board of directors,  
19 all employees, and any contracts entered into by the Authority  
20 and any personnel hired for issuance of bonds by the Authority  
21 shall reflect the racial, gender, geographic, urban/rural and  
22 economic diversity of the state.

23 **Section 26.** The provisions of this act are  
24 severable. If any part of this act is declared invalid or  
25 unconstitutional, that declaration shall not affect the part  
26 which remains.

1                    *Section 27.* This act shall become effective ~~45 days~~  
2     ~~after~~ immediately upon its passage and approval by the  
3     Governor, or its otherwise becoming law.